



GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

Cause No. G 0037 OF 2025

LINDA FRYE

APPLICANT

-and-

THE REGISTRAR OF LANDS

RESPONDENT

 WRIT OF SUMMONS

TO: The Registrar of Lands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued on this 10th day of April 2025.

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

This **Writ of Statement of Claim** was issued by the Plaintiff as litigant-in-person whose address for service is P.O. Box 1797, West Bay Road

CIVIL DIVISION

Cause No: 62025-0037

BETWEEN:

LINDA FRYE, Plaintiff

AND:

REGISTRAR OF LANDS, Defendant**STATEMENT OF CLAIM****Parties**

1. **The Plaintiff, Linda Frye, is an individual who at all material times is the proprietor of a strata unit listed as Block 11D; Parcel 1/11H65 (the "Property") in Grand Cayman. The Plaintiff is self-represented and brings this action in person.**
2. **The Defendant, Registrar of Lands, is the official charged with responsibility for the administration of land registration in the Cayman Islands, appointed under the Registered Land Act (2018 Revision). The Defendant is sued in that capacity as the public authority responsible for maintaining the land register and for performing statutory duties under that Act.**

Factual Background

3. On or about June 30, 2016 a third party ("the Cautioner") lodged an Illegal Caution with the land Registry, claiming an interest in Plaintiff's Property, without Plaintiff's Knowledge or Permission, Without a Court Order, using an EXPIRED MICHIGAN contract, NOT Valid in Cayman. This Caution was recorded on the Land Register for the Property and forbade the registration of any disposition affecting the Property's Title. Attached as EXHIBIT 1 is a true copy of the Land Register evidencing the illegal Caution entry.

4 The Plaintiff states that she NEVER CONSENTED OR AGREED to the Cautioner's Claim; Cautioner had no lawful or equitable interest in the Property to justify lodging the Caution. Cautioner had no Valid contract, transfer or other instrument to justify the lodging of a Caution. Cautioner did not PAY for the Property; there was no conveyance of Title. The Plaintiff maintains that this claim was FALSE, BASELESS & without reasonable Cause. EXHIBIT 2.

5. As a result the Caution has tied up the Property for 9 years, preventing Plaintiff to add Niece's name to Title as Heir, preventing Plaintiff to Transfer, Sell or Mortgage the Property, causing significant inconvenience and Financial Loss.

6. The Plaintiff avers that the Defendant's failure to immediately withdraw the Illegal Caution when Cautioner showed no reasonable cause was UNWARRANTED and UNLAWFUL. The continued presence of the unjustified Caution caused the collapse of the Plaintiff's ability to get a Loan on the Property for legal representation in Cayman, prevented Plaintiff from adding Niece to the Property, and loss of ability to take my 36 years of Equity or sell Property to a LEGITIMATE QUALIFIED buyer. Condo VALUE is CI\$2,500,000, with additional costs of Legal Fees, Financing costs or Other Losses as a direct result of the 9 years the Property has been under Siege by the Defendant.

In the Registered Land Law, the Registrar of Lands is required by law to give notice that a Caution has been lodged, once the Caution has been Registered. This Caution was Registered July 22 2015. I was never notified and had no idea a Caution was on my property. I only found out many months later when I went to Lands & Survey to get a Copy of my Title in order to add my Niece to my title as Heir. Mistakes happen, but this needs to be Rectified and Removed from my condo Title. The Caution was filed with an EXPIRED MICHIGAN CONTRACT, Not Valid in Cayman. Because the Agreement had already lapsed, the Cautioner could not--and Did NOT have a valid continuing interest in the Property. Under Cayman Islands Law and recognized Common Law principles, the Caution lodged is therefore UNLAWFUL and must be Removed to restore the Condo Owner's Unencumbered Title.

7. **Breach of Statutory Duty / Negligence:** The Plaintiff claims that the Defendant breached its statutory duties and/or was negligent in the administration of the Registered Land Act in relation to the caution on the Property. The Defendant had a duty under Section 129 of the Registered Land Act (2018 Revision) to promptly remove a caution when the cautioner fails to show cause why it should be maintained. It was reasonably foreseeable that any unreasonable delay or failure by the Defendant in exercising this duty would cause harm to the proprietor of the affected land. The Defendant breached said duty by failing to promptly cancel the caution despite the lack of any reasonable cause, thereby wrongfully allowing the caution to remain on the register beyond the timeframe contemplated by law. This breach of duty by a public officer directly resulted in harm to the Plaintiff.
8. **Wrongful Caution – Statutory Entitlement to Compensation:** Further or in the alternative, the Plaintiff asserts that the lodging and maintenance of the caution by the Cautioner was without reasonable cause. Pursuant to Section 131 of the Registered Land Act (2018 Revision), any cautioner lodging or maintaining a caution without reasonable cause is liable to pay compensation to any person who sustains damage as a result. The Plaintiff is a person who has sustained damage due to the Cautioner's wrongful caution. The Plaintiff therefore has a statutory entitlement to compensation for her losses flowing from the improperly lodged caution. In this regard, the Plaintiff seeks to hold the appropriate party accountable for the damages caused — the Cautioner directly, and the Defendant insofar as the Defendant's actions or inactions allowed the caution to cause continuing damage. (Section 131 provides that such compensation is recoverable "at the suit of any person" who suffered damage, which includes the Plaintiff in this case.)
9. **Summary of Wrongdoing:** In summary, the Plaintiff contends that the Defendant, by act and/or omission, failed to perform its duty to the Plaintiff to remove an invalid caution in a timely manner, and that the Cautioner's baseless caution caused the Plaintiff quantifiable loss. The Defendant's negligence or breach of duty contributed to the Plaintiff's losses by prolonging the effect of a caution that should have been removed. The Plaintiff brings this action to seek relief for these wrongs as set out below.
10. The Plaintiff has suffered Loss & Damage as a result of the Wrongful Caution. Damages include, but not limited to : Loss of Sale Opportunity, Inability to add Niece to Title or take a Loan on the Condo. Financial Costs & Expenses: The above Losses were directly Caused by the Caution lodged without Cause, and Defendant's defiance & failure to remove it when ordered by the Registrar. Plaintiff seeks to recover the losses as compensatory Damages, pursuant to Section 131 of the Registered Land Act and the general law, as appropriate.

Relief Sought ; WHEREFORE, the Plaintiff claims the following relief against the Defendant:

(a) An Order for Removal of Caution: An order directing the Defendant to immediately remove or cancel the caution lodged against the Property from the Land Register, to the extent this has not already been done, so as to restore the register to a state free of the said caution.

Plaintiff contends that, in accordance with section 127 of the Registered Land Law (2018 Revision), and the principle that only an "Unregistrable Interest" may be protected by a Caution, Defendant's interest EXPIRED with the Lapse of the Agreement (November 30, 2015); hence, the Caution is UNLAWFUL and Must be REMOVED. Eric didn't PAY for the property and has NO Right to Caution the property, especially without OWNER'S knowledge, NO Valid Contract and NO COURT ORDER.

(b) Declaration: A declaration that the caution lodged by the Cautioner against the Plaintiff's Property was lodged and/or maintained without reasonable cause, and that the Plaintiff's title to the Property is not subject to any interest claimed by the Cautioner.

(c) Damages (Compensation): An award of damages to compensate the Plaintiff for the losses described in this Statement of Claim (including loss of the sale opportunity and related costs), pursuant to Section 131 of the Registered Land Act (2018 Revision) and/or under the common law. The Plaintiff seeks **CIS\$1,000,000.00** or such sum as may be proven at trial as compensation for these losses. -

(d) Interest: An award of interest on any damages adjudged, at the statutory rate pursuant to the Judgment Debts (Interest) Act or at such rate and for such period as the Court deems just, from the date of filing of this action until payment in full.

(e) Costs: An order that the Defendant pay the Plaintiff's costs of this action, including court fees and such other costs or expenses as the Plaintiff has reasonably incurred, to be assessed if not agreed. (The Plaintiff, being a litigant in person, seeks her allowable disbursements and expenses in accordance with the Grand Court Rules.)

(f) Further or Other Relief: Such further or other relief as this Honourable Court deems just and equitable in the circumstances.

Exhibit List

EXHIBIT 1: Certified copy of Land Register for Property Block 11D, Parcel 1/11H65

EXHIBIT 2: Copy of Caution instrument/notice lodged by Cautioner on June 30, 2016 and Registered July 22, 2016.

EXHIBIT 3: Letters (email) to the Registrar on January 22, March 10 & March 25, 2025, requesting the Removal of the ILLEGAL CAUTION lodged in 2016

(All exhibits referenced above are attached to this Statement of Claim for the Court's ease of reference.)

Statement of Truth

The Plaintiff believes that the facts stated in this Statement of Claim are true.

Linda Frye, Plaintiff in Person

Date: 10 April 2025

Exhibit List

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Wed, Apr 2, 2025 at 5:44 PM

EXHIBIT 1: Certified copy of Land Register for Property Block 11D, Parcel 1/11H65

EXHIBIT 2: Copy of Caution instrument/notice lodged by Cautioner on June 30, 2016 and Registered July 22, 2016. *(with NO Court order)*

EXHIBIT 3: 3 Letters (email) to the Registrar on January 22, March 10 & March 25, 2025, requesting the Removal of the ILLEGAL CAUTION lodged in 2016 *(NO RESPONSE back to me)*

EXHIBIT 1

CAYMAN ISLANDS
LAND REGISTER
A - PROPERTY SECTION

Edition 5
Opened 15 AUG 2016

L/C returned & destroyed 16/01/87.

NATURE OF TITLE

SUMMARY OF LEASE

LEASEHOLD

Lessor: CROWN
Lessee: See Proprietorship Section
Rent: Nil

Terms: 155 Years

W.E.F.: 11 APRIL 1950

Notes: (For Appurtenances see filed lease)

No. 11D 1/11H65

Registration Section WEST BAY BEACH NORTH

Block and Parcel No. 11D 1/11H65

Name of Parcel Villas of the Galleon, Block I, Apt.#65

Unit entitlement

Approx. area 1173 Sq.ft.

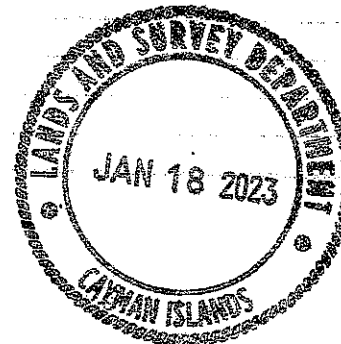
VARIATIONS

For var. of Lease see Instr. filed with 11D 1/11 (8255/09) Reg.06/01/10 JW

The benefits as listed in the By-Laws and any
Appurtenance: amendments thereof. CO

The benefits as listed in filed instrument # 6763/80.
CO

ENTRY No	DATE	INSTRUMENT No	NAME AND ADDRESS OF PROPRIETOR(S)	SIGNATURE OF REGISTRAR
7	10/05/93	2295/93	LINDA F. CHAIKIN, 709 Linda Vista, Ann Arbor, MI 48103, U.S.A..	D CONOLLY
8	22/07/16	5624/16	Caution: Eric Bradley and Jacqueline Chuang, 2190 East Joy Road, Ann Arbor, Michigan 48105, United States of America.	J Witter



C - INCUMBRANCES SECTION
IID 1/11H65

ENTRY NO	DATE	INSTRUMENT NO	NATURE OF INCUMBRANCE	FURTHER PARTICULARS	SIGNATURE OF REGISTRAR
				<p>Note: Subject to the Restrictive Agreements as listed in the By-Laws and any amendments thereof. CO</p> <p>Note: Subject to the Restrictive Agreements as listed in filed instrument # 6763/80. CO</p>	

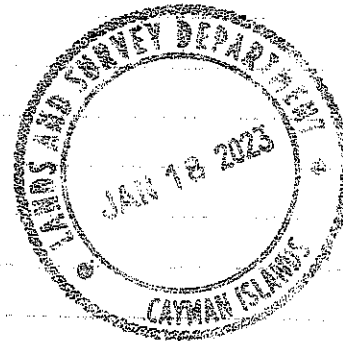


EXHIBIT 2

■ Required Forms

RL 23 Caution
(PDF, 76 Kb, 2 pages)

Document Submission Log
(PDF, 184 Kb, 2 pages)

SUBMISSION REQUIREMENTS

In submitting this form you should enclose the following (where applicable):

- ✓ The document permitting you to place a Caution on the property (typically signed by the owner and specifically consenting to the Caution, or a Court Order)
 - ✓ Completed submission record (see below), ensuring checklist to the rear of the form is completed
 - ✓ Removal of any Restrictions or existing Cautions (if required)
- Ask LILA

This website uses cookies to help us enhance your browsing experience. By continuing to us

<https://www.caymanlandinfo.ky/Document-Library/Form-RL-23-Support-Page>

5624/16

CAYMAN ISLANDS

The Registered Land Law (2004 Revision)
The Registered Land Rules (2003 Revision)

THIRD SCHEDULE

CAUTION

doj/udca 7/5/2016

REGISTRATION SECTION

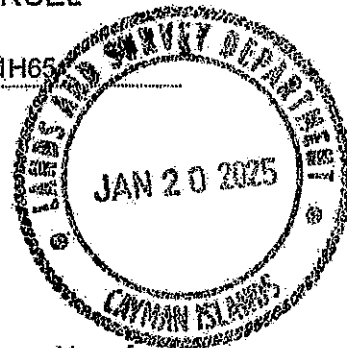
BLOCK

PARCEL

WEST BAY BEACH NORTH

11D

1/11H65



I/WE ERIC BRADLEY and JACQUELINE CHUANG

of 2190 East Joy Road, Ann Arbor, Michigan 48105, United States of America

claim an interest as purchasers under a Real Estate Sales Contract

in the land comprised in the above-mentioned title and forbid the registration of dealings and the making of entries in the register relating thereto (altogether) or to the following extent altogether

without my/our consent, until this caution has been withdrawn by me/us or removed by order of the court or of the Registrar.

Dated this 30th day of June

2016

Signed by the Applicant:-

[Signature of Eric Bradley]
Eric Bradley

[Signature of Jacqueline Chuang]
Jacqueline Chuang

in presence of:-

[Signature of Kenneth D. Blown]
KENNETH D. BLOWN

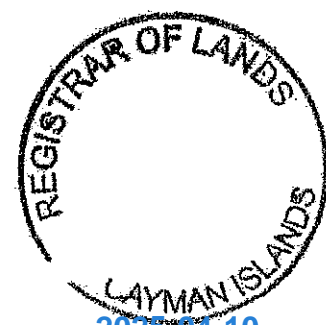
LEO-150716/33732

FOR OFFICIAL USE ONLY

I, the Registrar of Lands in the Cayman Islands hereby certify that this document was received by me for registration on the 14 day of July 2016 and that stamp duty assessed/adjudicated by me/Treasury at C.I.\$... and Land Registry fees at C.I.\$... relating thereto have been paid.

REGISTERED this 20 day of July 2016

[Signature of Registrar]
REGISTRAR OF LANDS
CAYMAN ISLANDS



RECEIVED

1 JUL 16 PM 3:20

LAND REGISTRY

CERTIFICATE OF IDENTIFICATION

Name: Eric Bradley

I HEREBY CERTIFY that the above named individual appeared before me on the 30th day of June 2016 and being identified by U.S. Passport (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying: KENNETH D. BROWN, NOTARY PUBLIC - STATE OF MICHIGAN, COUNTY OF WASHTENAW, My Commission Expires February 27, 2017, Acting in the County of Washtenaw

CERTIFICATE OF IDENTIFICATION

Name: Jacqueline Chuang

I HEREBY CERTIFY that the above named individual appeared before me on the 30th day of June 2016 and being identified by U.S. Passport (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying: KENNETH D. BROWN, NOTARY PUBLIC - STATE OF MICHIGAN, COUNTY OF WASHTENAW, My Commission Expires February 27, 2017, Acting in the County of Washtenaw

CERTIFICATE OF IDENTIFICATION

Name:

I HEREBY CERTIFY that the above named appeared before me on the day of 201 and being identified by* (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying

CERTIFICATE OF IDENTIFICATION

Name:

I HEREBY CERTIFY that the above named appeared before me on the day of 201 and being identified by* (or being known to me) acknowledged the above signature or mark to be his/theirs and that he/they had freely and voluntarily executed this instrument and understood its contents.

Signature and designation of the person certifying

*NOTE: Please insure that the appropriate insertions and/or deletions are made so that the method of identification is clear



Real Estate Sales Contract

REC'D 00M
AFFIDAVIT
FOR STAMP DUTY
PURCHASE AGREEMENT
US \$ 625,000
2025-04-10
VALUATION OFFICER CHD
STAMP DUTY C\$ 100
DATE 8/00/16

This contract dated Saturday, May 24, 2014 is between Linda Frye-Chaikin ("Seller") whose address is 709 Linda Vista, Ann Arbor, MI 48103 and Eric Bradley and Jacqueline Chuang husband and wife ("Purchaser") whose address is 2190 E Joy Road, Ann Arbor, MI 48105. Purchaser and Seller collectively are described as ("The Parties").

Seller agrees to Sell and convey, subject to easements and restrictive covenants of record, and subject to the lien of taxes not yet due and payable at time of closing, and Purchaser agrees to purchase the condominium unit situated on Seven Mile Beach, Grand Cayman Island, British West Indies, commonly known as 1083 West Bay Road, Georgetown, KYI 1303 Unit #65.

LEGAL DESCRIPTION: Unit #65 Villas of the Galleon Condominium

SALES PRICE: SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00 USD)

EARNEST MONEY: Seller acknowledges TEN THOUSAND DOLLARS (\$10,330) paid by Purchaser as earnest money upon signing of this contract by Purchaser. This money will be paid to, and held by Seller until closing of sale, at which time it will be credited to the Purchaser. If this contract is not accepted, the earnest money deposit will be returned in full to Purchaser.

TERMS: Balance of TWENTY THOUSAND DOLLARS (\$19,670) will be paid as follows: cash of certified funds in full at the time of closing or in any manner agreed to by Purchaser and Seller at any time before or up to time of closing.

CASH FUNDS: Purchaser confirms that cash or certified funds will be available to meet the requirements for down payment, closing costs and escrow deposits.

SELLER FINANCING: Seller to accept note in the amount of FIVE HUNDRED AND NINETY FIVE THOUSAND DOLLARS (\$595,000). Repayment terms of the note are monthly payments of \$2,400 at 2.65755% interest with payments amortized over a 30 years. A balloon payment will be due seven years from the note date unless extended in writing by Purchaser and Seller. Purchaser shall retain the right to make additional payments to the principal balance at any time and to prepay the outstanding balance at any time. A security agreement shall be evidenced by a Contract for Deed or other form legally recognized by the laws of the Cayman Islands.

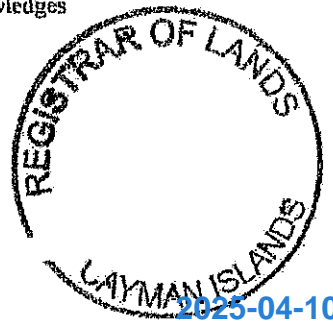
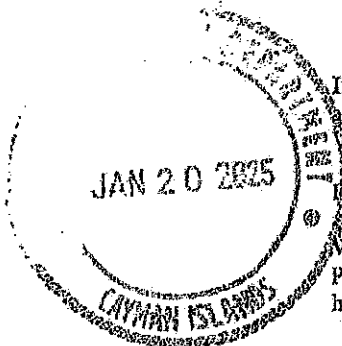
OTHER CONDITIONS/CONTINGENCIES:

- 1.) Purchaser's satisfactory physical inspection of the subject property.
- 2.) Receipt and satisfactory review of appraisal by a RICS qualified appraiser.
- 3.) Receipt and satisfactory review of MEP report from either Androgroup Ltd or MEPCO Ltd if desired, prior to closing.
- 4.) Satisfactory review of Strata Association by-laws showing fees paid current.

INCLUSIONS: This contract includes all furniture, appliances, fixtures, improvements and appurtenances attached to the property, the assignment of Login and password for VRBO webpage #291823 and Sellers preferred client list.

EXCLUSIONS: None.

WARRANTY: Seller makes no warranty as to the condition of the subject property. Purchaser agrees to accept the property in "as is" condition. Purchaser acknowledges having been advised to have a contractor's inspection of the property.



USD-130716M1010

Real Estate Sales Contract

SPECIAL ASSESSMENTS: All special assessments that have been assessed and are a lien on the property at the date of closing will be paid by Seller. The cost of duly authorized improvements that are subject to future assessments against the property assessed after the date of closing will be paid by Purchaser.

BENEFIT CHARGES: Any benefit charges against the property made by any government authority for installation of, or tap-in fees for, water service, sanitary sewer, and/or storm sewer, for which charges have been made, incurred and/or billed before the date of closing, will be paid by Seller. Any charges incurred after closing will be paid by Purchaser.

PRORATION: Rents, deposits, reservations, fuel, insurance, interest or association fees, where applicable, are to be prorated as of the date of closing. Taxes will be prorated as if paid in advance on a 30-day-month, 360-day-year basis to date of closing, based on the due date of the taxing authority.

November 30, 2015 [Signature]

CLOSING: Purchase to be closed on or before December 15, 2014. Purchaser will have the right to walk through property within forty-eight (48) hours prior to closing.

POSSESSION: Possession to be given on or before December 15, 2014.

FORM OF CONVEYANCE: Seller agrees to grant and convey, as above required, subject to the laws of the Cayman Islands.

GUARANTEE OF CLEAR TITLE: Seller to ensure conveyance of clear title of subject property by providing Owners Title Policy at Sellers expense or Guaranty of title through the Lands and Survey Office.

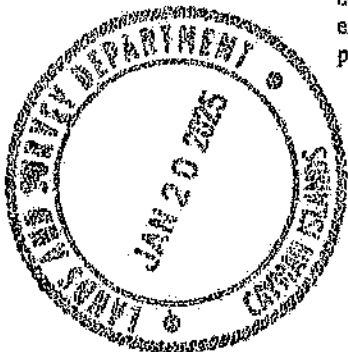
CASUALTY LOSS: Until delivery of deed/land contract, risk of loss by fire, windstorm or otherwise is assumed by Seller.

CONTINGENCIES: If any contingency in this contract is not removed in writing by the required date, this contract becomes voidable. After the required date, and until the contingency is remove, either party may terminate the contract by written notice to the other at which time the earnest money will be returned in full to Purchaser.

BINDING CONTRACT: Contract binds Purchaser, Seller, their heirs and personal representatives, and anyone succeeding to their interest in the property. Purchaser will not assign contract without Seller's prior written permission. Unless modified or waived in writing, all covenants, warranties and representations contained herein shall survive the closing.

FACSIMILE/TAX AUTHORITY: Offers, acceptances, and notices required by this contract can be delivered by Facsimile/FAX.

DEFAULT: If Purchaser defaults, Seller may pursue legal remedies, or may cancel the contract and claim the deposit as liquidated damages. If Seller defaults, Purchaser may enforce this contract, demand a refund of the deposit in termination of this contract or pursue legal remedies. Time is of the essence for the performance of this contract.



LANDS & SURVEY DEPT.

Instrument Type: CONPA

Stamp Duty Paid: \$100

Date: 13 July 2016

Printed by: Brenda Wood

Real Estate Sales Contract

CONTROLLING AGREEMENT: This contract represents the official agreement between Purchaser and Seller. This contract is subject to the laws of the State of Michigan, in the U.S.A. However, in order to satisfy this contract, the Parties hereby agree to hire legal counsel on the island of Grand Cayman to draft a real estate purchase contract that is legally binding in the jurisdiction of the Cayman Islands. Such contract shall be drafted in a manner to replicate the terms and intent of this purchase contract. In the event that certain clauses are illegal, impractical, or not-applicable under Cayman law the Parties hereby agree to resolve those differences by unanimous written joint consent and document that joint consent in the form of an addendum to this contract. All expenses of legal expenses shall be paid for by the Purchasers.

DISPUTE RESOLUTION: The Michigan Association of REALTORS and the American Arbitration Association have established an arbitration service for resolving disputes arising from real estate transactions. Seller and Purchaser acknowledge that they are advised that the MAR/AAA Dispute Resolution Agreement exist. This program is one of several alternatives for resolving disputes.

ALL PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

[Signature] 5/27/14
Witness Date

[Signature] 5/27/2014
Eric Bradley Date
(Purchaser)

Witness Date

[Signature] 5/27/14
Jacqueline Chuang Date
(Purchaser)

[Signature] 5/27/2014
Linda Frye-Chaikin Date
(Seller)

Cash Deposit Paid to Lind Frye 8/5/2015 in the amount of \$5,943.00 U.S.D. Balance owing \$7,000.00 acknowledged by [Signature] & [Signature]
Eric D. Bradley and Frye-Chaikin



TELEPHONE: 244-3420
FAX NO.: 949-2187



LANDS & SURVEY DEPARTMENT
P.O. BOX 1089 GT
GRAND CAYMAN
CAYMAN ISLANDS, BWI

IN ANY REPLY,
PLEASE QUOTE
REF NO: LR/10

22nd July, 2016

REGISTERED

Linda F. Chaikln
709 Linda Vista
Ann Arbor, MI 48103
U.S.A

NOTICE

REGISTRATION SECTION

BLOCK

PARCEL

West Bay Beach North

11D

1/11H65

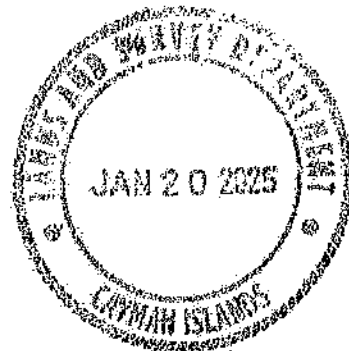
Notice is hereby given under Section 128 (1) of the Registered Land Law, (2004 Revision) that a Caution has been entered in the register of the above parcels by: -

Eric Bradley and Jacqueline Chuang

who claim an interest as contracting purchaser in accordance with an agreement dated 24th May, 2014, a copy of which has been lodged with the Registrar.

The Registration of dispositions and making entries in the register is forbidden without the consent of the Cautioner.


REGISTRAR OF LANDS



cc: Eric Bradley & Jacqueline Chuang
2190 East Joy Road
Ann Arbor, Michigan 48105
United States of America

EXHIBIT 3

APPLICATION FOR REMOVAL OF CAUTION

22 January 2025

Dear Ms. Ebanks,

Thank you for talking with me yesterday about the caution that was placed on my Retirement Condo on 7 Mile Beach. An individual named Eric Bradley has been trying to scam me for the past 11 years by filing false paperwork and invalid contracts without my knowledge or consent. It is my belief that he wishes to take away my condo in order to flip it and steal the *equity* I have gained over the last 36 years of ownership and Permanent Residency in Cayman.

In 2014, my mother was dying and her insurance company discontinued her coverage when they found out she was in the hospital with cancer. They said they only covered her until age 85; she was 88. I went to the lending company that Eric Bradley (the plaintiff) works for and provided all my personal information and *applied for a loan* to pay for my mother's hospital expenses. It is my belief that Mr. Bradley was responsible for me being turned down for the small loan in order to solicit my Cayman condo from me. I made it clear to Mr. Bradley that my condo was *not for sale* and did not wish to sell it to him. He tried to make the deal more attractive by saying he and Mike Scarfo (a friend of mine whom we both were acquainted with) would purchase my condo and that I could manage it for them and still get to use the condo occasionally. He also promised that we would all be friends and all get to enjoy the condo. I had known Mr. Scarfo for 20+ years and considered him a trustworthy individual. Mr. Bradley deceived me by using Mike Scarfo's name, in order to coerce me into agreeing to sell my condo to them. Mr. Bradley noted that he was a broker and would be in charge of producing the contract and researching similar properties to determine a fair selling price. After considering the situation and my immediate need for monetary assistance, I agreed to go along with his plan.

However, when the time came to sign the contract, Mr. Bradley had not followed through on his promises. He did not include Mr. Scarfo in the sale of the property, and did not make arrangements in the contract for me to *manage* or have use of the condo. In order to get my signature, Mr. Bradley assured me that everything that we had previously spoken about was included in the contract. He informed me that he and Mike Scarfo were the *buyers*, and that I would be the *manager* and still have *use* of the condo. He also said that this would be *best* for my mother. At that time, I was distressed, vulnerable, and unstable due to my mom's declining health status and trusted that Mr. Bradley was telling the truth. I asked Mr. Bradley if I could first show the contract to my lawyer because I was

not in the correct state of mind to be dissecting a legal agreement. Mr. Bradley would not allow me to show my lawyer because, in his words, he claimed that it wasn't even a "real contract." He turned to the back page, where he had pre-signed and demanded that I, "Just sign it!" and back date it to the date he had signed. He coerced me into signing it, without even giving me the chance to read it.

Later, after I had the opportunity to examine the contract, I called Mr. Bradley and notified him that nothing he had promised was in the contract, and that Mr. Scarfo was not included in the sale. Mr. Bradley insisted that Mr. Scarfo was 'out of town' and would indeed sign the final contract which would include everything that was previously agreed upon. However, I soon figured out that everything was a lie. Mr. Bradley had added another buyer (whom I had never met or spoken with) to the contract, and he had added her without my knowledge or permission. There was also no witness to the contract. Mr. Bradley added a witness *after* it had already been signed. Mr. Bradley also put in the contract that I would be owner-financing their purchase--which I *never agreed to*, because I needed the full selling price for my mother's medical bills. My lawyer ran Mr. Bradley's credit, and determined that he was *not* a qualified buyer, making it apparent that he had no intention of ever applying for a loan. Mr. Bradley even threatened to sue my lawyer for finding out he was not a qualified buyer.

Now that I have given you the backstory on this situation, I am going to point out some of the flaws in the real estate contract that was used in order to file the caution that is currently on my condo. The first flaw in the contract that should be noted is the incorrect address for my condo. If you would refer to page one of the real estate contract, you will see that the KY number used is incorrect (KY1-1303 was the number used on the contract, but the correct number for my condo is KY1-1109). The address *he* provided is in West Bay, whereas my condo is located on 7 Mile Beach. Mr. Bradley violated his contract several times changing terms and buyers (Novation, which *voids* the contract).

Mr. Bradley's real estate contract expired and was *terminated* on November 30, 2015 (see 2nd page of the contract). There was *no closing scheduled*. Since the contract had not been extended in writing by both parties, the contract was *no longer valid* after that date passed. A year later, on June 30, 2016, Mr. Bradley took the expired Michigan, U.S.A. contract to Cayman and filed a caution on my property (without my knowledge). The Registrar at the time, Sophia Williams, filed the caution without noting that it was a *Michigan* contract which had already *expired*, and not valid for use in Cayman. She also failed to notice the flaws in the address of my condo. Lands & Survey noted that this should never have happened. Ms. Williams, after realizing her mistake, wrote to Mr. Bradley, asking

him to voluntarily take off the caution. He refused to take the illegal caution off of my condo.

Mr. Bradley took me to a Cayman Court where Justice Carter notified him he could not use a Michigan, U.S.A. contract to purchase a property located in Cayman. She ruled in my favor and awarded me my legal fees, which Mr. Bradley never paid me. He defied her Order, just as he had defied Sophia Williams when she wrote to him asking to voluntarily take the caution off of my condo.

Mr. Bradley and his partner hacked my VRBO website, trying to collect money from my tenants and divert my payments into Mr Bradley's own bank account. He has also produced fake contracts without my consent or participation, and has done everything in his power to ruin my reputation. He has attempted to take out a Reverse Mortgage on my Michigan, U.S.A. home without my knowledge or permission (fraud), but was denied due to his name not being on my title. Mr. Bradley has also lied to the Villas of the Galleon office, stating to them that he was the new owner of my condo, and asking to be provided the keys to my unit. Over the past 11 years, I have dealt with the mental stress of this case, and I would like for this nightmare to be over. I am getting to the age (77 years old) where it is unhealthy to be dealing with this amount of stress. I wish to be able to leave my condo to my niece when I pass away, but am unable to add her to the property until the caution is removed. It is Mr. Bradley's plan to wait until I pass away in order to gain control of my condo. Not only is he continuing to cause grief and trauma in my life, he is trying to take away the inheritance that my niece is set to receive.

On the Cayman Islands Caution that was filed, it states that this caution can be removed by Order of the court or of the Registrar. I am requesting today, January 22, 2025, that as Registrar of the Cayman Islands, that you would *please use your Authority to remove the illegal caution on my property*, block 11D parcel 1/11H65, located at 1083 West Bay Road, Georgetown, KY1-1109 (Unit #65). I ask that you would do this so that my life could return to normal, and so my niece can inherit my condo as planned. Thank you for your time and consideration. I look forward to hearing from you soon.

Kind Regards,
Linda Frye (Chaikin)
lindafrye1025@gmail.com
(734) 717-4677

Letter to Registrar, Regina Ebanks

1 message

Linda Frye <lindafrye1025@gmail.com>
To: Linda Frye <lindafrye1025@gmail.com>

Mon, Mar 10, 2025 at 9:18 PM

Dear Ms Regina

I wrote to you in January believing that there would be action within 10 days to remove the ILLEGAL CAUTION that scammers, Eric Bradley and some woman from China, put on my condo behind my back, without notifying me, and without my permission. There was NO COURT ORDER to put this illegal Caution on my condo. These people did it in 2016, a YEAR AFTER their Only signed contract Expired in 2015. Their EXPIRED MICHIGAN Contract was INVALID.

Somehow smooth-talking Eric convinced the Registrar who wasn't paying attention to File the Illegal Caution on my condo with an Expired Michigan contract, not valid in Cayman..These people have made my life living Hell for 11 years of my retirement, preventing me full use of my own condo I worked so hard to get.

When I talked to Lands & Survey, they said it was a big Mistake and never should have happened. They said the Registrar can REMOVE it. I sent a request to REMOVE the Caution in January, but I have not even had the courtesy of a Response from the new Registrar. It is now MARCH. The Registrar needs to use her AUTHORITY to Correct the MISTAKE made by the Department and REMOVE the ILLEGAL CAUTION off my condo. Former Registrar did write to Eric and told him to remove the Illegal Caution he put on my condo. He refused to do it. He deceived her to get the Caution filed and wasn't willing to give it up because he wanted to put my condo in a stranglehold to force me to sell it to him.

Eric sued me in Cayman Court trying to Force me to sell him my condo at a reduced price and he was told by the Cayman Court that he can Not Use a Michigan Contract to purchase a Cayman Property, plus it was Expired. Eric just ignored the Court and launched his illegal Caution on my condo anyway, without even telling me. His purpose was to hold my condo Hostage until I agreed to sell them my retirement condo at a fraction of its value, which I told them I did NOT want to sell. He was Angry at me because I refused to extend the contract in 2015 when it expired. I was under Duress with my mother near death, and Eric coerced me into signing his contract when I was very distressed about my dying mother's condition, telling me it wasn't even a REAL Contract and he wouldn't allow me to show a lawyer. He said he and Mike Scarfo would buy my condo and I would MANAGE it for them and Mike (who is a rich commercial real estate broker) could pay cash for the condo. Eric said it was the Best thing for my dying Mother.

I had gone to the lending company Eric works at and applied for a Loan for Mom's hospital expenses so she could have the best of care.. Eric said he could get me the loan, but instead, he got me denied so he could solicit my Cayman Condo, which HE Wanted. He told me it was Best for my mother. I refused to sell it but he was persistent and he baited me with Mike Scarfo's name (I knew Mike for 20 years). Eric Lied to me saying Mike was a buyer and I would Manage it for him and Eric, and get some use of it. It was all a big Hoax. Mike knew nothing about this and was never part of the sale as Eric claimed. Eric is devious and fabricated conversations he had with Mike about the sale; All Lies. I am giving you a LOT of details about how I am being scammed even though its probably overwhelming for you. You need to understand the whole situation.

Eric Defaulted on the only valid contract he ever had; he was not able to complete the deal and the contract Expired in 2015. I gave him a default notice. I didn't find out for many months that he put a Caution on my condo in 2016, a year After it Expired. I found out when I tried to add my Niece's name to my condo so she can inherit it. I'm 77 years old and have health problems because of the Stress Eric Bradley has caused me. Eric is preventing me from adding my Niece's name to my condo as he is just waiting for me to die so he can grab it without paying for it. I now have large tumors on my liver from all the stress & trauma he has caused me for the last 11 years. He has been deceiving me since day one. He has not been honest with me at all. He saw I was mentally unstable, distressed and vulnerable when Mom was dying, and decided he could take advantage and bully me into selling my condo to him. I had no idea what it was worth after 3 decades of ownership. Eric said he would find out the value and write a contract. He cheated me saying it was only worth Half the money I had in it, not to also calculate 36 years of Equity I

have in it. He tried to convince me it was only worth Half the money I have in it. I didn't think values went down. When I did my own research I found out he cheated me on the value.

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The condo is worth 2.5 MILLION, not \$625,000 as Eric claimed. He deceived me. That's why he has been fighting me and attacking me so hard for the last 11 years with lawsuits and lies in Court (Perjury), with no consequences. Eric and his Chinese partner have managed to drag this Fiasco through the Courts for 11 years with no legitimate reason. I have never even had a conversation with the woman; I saw her a couple of times in 2014 but never since. She gives Eric orders behind the scenes. She is a Hacker; she hacked my VRBO rental site, removed my info and replaced it with hers and proceeded to try to collect money from my renters, without my knowledge or permission. She impersonated me and tried to get VRBO to Change the automatic rental deposits that go into my bank, to be deposited into ERIC'S Bank account.

I was tipped off by a renter and I had to get VRBO to Remove Her, create a password to Block her and renew my rental site with MY information. Eric said 'She was supposed to Tell you; (but didn't), and "we thought you wouldn't mind if we took over the rentals since I was busy taking care of my dying Mother".

Then Eric tried to take a Reverse Mortgage on my personal Michigan House in order to steal the Equity out of my house. (FRAUD) He thought I would never know until I die and heirs would find out the Equity in my house is maxed out with a loan to Eric Bradley. This is a serious CRIME! They have ruined my Life. I want my life back and my condo unchained.. They also did many other attacks, impersonating me to cause trouble and misery for me. I won't mention all the rest. They have been dishonest and tried to cheat me in many ways. They belong in Jail for what they have done to me. If they get their foot on this island I will guarantee they will be scamming other vulnerable people on the island. I am alone with nobody to protect me. I happen to know I am NOT the only person they have scammed.

The Registrar has the AUTHORITY AND RESPONSIBILITY to fix and reverse this serious MISTAKE caused by the previous Registrar. If the Registrar refuses to respond and take action to REMOVE the Illegal Caution on my condo, I guess I have no other choice but to file a lawsuit to get the Registrar to take action and fix the Mistake and release my condo which is under Siege by young scammers trying to take advantage of an old lady (77+). I don't really Want to do that, but it seems nobody in Cayman wants to take the responsibility to make a DECISION AND TAKE ACTION, even when they HAVE the AUTHORITY; they don't want to correct someone else's mistake. But My Condo needs to be SET FREE!! I have had to put up with this nonsense for many years.

These people have committed Perjury, Novation (changing buyers multiple times without permission); they created fake contracts behind my back, signed on my behalf claiming to be new owners trying to get my keys, impersonated me, hacked my website, changed my telephone number I had 50 years, filed fake tax returns trying to get my IRS refund; they have bullied, terrorized and harassed me, tried to steal my income, and the Equity out of my house. They also TRIED to get the Cayman Judge to put their name on my condo along with mine (without paying for it), but the Judge denied their request. Judge also denied their request to drag the former Registrar into this case as a Defendant so they could sue HER for their legal fees. (Denied by the Judge.) This should tell you everything you need to know about these people.

I have already contacted the Media, (info not released yet); I also plan to post on tourism sites a warning to vulnerable potential buyers & investors in Cayman properties to be careful, because if they are attacked by Scammers like I was, nobody wants to take any responsibility to help or fix the problem or corruption; buyers could lose their investment. I will also notify the Government to address this problem where nobody who HAS the Authority wants to do their Job and Correct Mistakes made in Government departments.

I have to do SOMETHING as Nothing is being done to STOP this CRIME. I should NOT have to be fighting Lawfare and frivolous lawsuits where the Government thinks criminals are legitimate. These people have run me OUT of money in legal fees, so I have to represent myself at my old age, even though I don't Want to. Also, Cayman lawyers don't want to deal with this 11 year old case. Its too complicated for them; they want the Easy cases.

PLEASE USE YOUR AUTHORITY TO DO SOMETHING!! I don't want to have to deal with this until I die. The Stress has already shortened my life!!

Thank you,

John Eric

G2025-0037

2025-04-10

3rd letter to Registrar Regina Ebanks re: Caution Removal

1 message

Linda Frye <lindafrye1025@gmail.com>
To: regina.ebanks@gov.ky

Tue, Mar 25, 2025 at 8:43 PM

Dear Regina Ebanks,

If the REGISTRAR Refuses to remove the illegal Caution which has tied up my condo since 2016, I have NO other Choice but to Sue the department and Registrar for not correcting their error. This can't go on FOREVER just because nobody wants to DO THEIR JOB! Lands and Survey said "This Never should have happened; it was a big Mistake, but the REGISTRAR can Remove it". Unfortunately the Registrar doesn't Dare to Do her Job and Correct the Mistake made by the Previous Registrar. My condo has been in a ChokeHold since 2016, causing me harm financially, draining all my resources, and preventing me from making full use of my Property. I can cancel the lawsuit AFTER the illegal Caution is removed. Meanwhile, I will be suing for the value of my condo, which is \$2,500,000. to \$2,900,000. Not to include any of the Hardship, Stress, Manipulation, Deceit & Terror these people have caused me, in addition to the blatant avoidance of the Registrar to take any ACTION, or even RESPOND to this problem.

The Plaintiffs have caused Hardship and Trauma by launching the illegal Caution without my knowledge or permission, without notifying me (I didn't even know about it 'till many months later), and *Without a Court Order*. They did it behind my back because they were Mad when I wouldn't extend their contract after they were unable to complete it by the deadline, November 30, 2015 and they Defaulted. They have not spoken a word to me since 2015; they have just been operating deceitfully behind my back causing as much trouble for me as possible. A Year later in 2016, they decided to terrorize me with the Illegal Caution, using an EXPIRED MICHIGAN contract not even Valid in Cayman. They KNEW it was illegal, but Eric Bradley smooth-talked someone into filing it. Take notice, they Avoided putting their Passport numbers on the application so they couldn't be tracked down for Fraud. Does that make their Caution *Incomplete & Unenforceable*?

I can do NOTHING with my condo until the Illegal Caution is Removed. I can't get a Loan on my condo to pay legal fees & Dues, & can't even add my Niece's Name to my title so she can Inherit it. I need to do this NOW as I am 77 years old with health problems. The Plaintiffs are just Waiting for me to Die so they can Grab my Only large asset they have in a Stranglehold. I have been under attack for the last 11 years of my Retirement, fighting to save my only large asset from these Scammers who want to take it away from me so they can sell & *Flip it* for a huge profit. Let them sell one of THEIR condos in Roatan if they want money! Leave MY condo ALONE! It's MINE. I worked HARD to get it 36 years ago. I have nobody to protect me; that is why they chose ME as their Target.

The Registrar is Preventing me from Using my condo as I need to. ALL my retirement money has been used up on Legal fees to save my condo from Scammers trying to steal it from me; they have not been honest with me from Day One. My condo is NOT FOR SALE!. The REGISTRAR HAS the AUTHORITY to remove the Illegal Caution and correct the Mistake caused by the department. Please USE your AUTHORITY to REMOVE the ILLEGAL CAUTION!! Don't just sit there with No response and DO NOTHING! This Scam has gone on Long Enough!! Nobody Dares to Correct it, so it ties up MY condo year after year, with not even the courtesy of a RESPONSE from the letters I have written to the Registrar. YOU are in Charge and need to Address this Problem; It will not go away on its own!!! Registrar needs to DO HER JOB, or Pay for the Condo. This needs to be EXPOSED. Ignoring this Problem doesn't make it go away. FIX IT, and REMOVE the Caution so we can be Done with this Fiasco! I've taken ENOUGH ABUSE from Eric Bradley. He should NOT be allowed to operate in Cayman Scamming Other vulnerable old people. The Registrar is Facilitating this Crime by doing NOTHING.

PLEASE!! DO YOUR JOB AND REMOVE THE ILLEGAL CAUTION off my Condo.

Thank you,
Linda Frye
lindafrye1025@gmail.com
734 717-4677

GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

Cause No. G 0037 OF 2025

LINDA FRYE

APPLICANT

-and-

THE REGISTRAR OF LANDS

RESPONDENT

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
2. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant intends to contest the proceedings must also serve a defence on the attorney for the plaintiff (or on the plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve that Defendant's defence within the appropriate time, the Plaintiff may enter judgment against the Defendant without further notice.
3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to the Defendant.
3. Where the Defendant is sued in a name different from the Defendant's own, the form must be completed by the Defendant with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after that Partner's name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN THAT PERSON'S OWN, the form must be completed by the Defendant with the addition in paragraph 1 of the description "trading as (.....)" after that Defendant's name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.



GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

Cause No. G 0037 OF 2025

LINDA FRYE

APPLICANT

-and-

THE REGISTRAR OF LANDS

RESPONDENT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby the Defendant may have to pay the costs applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes

no

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes

no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf



Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, the Defendant must give the Defendant's post office box number and the physical address of the Defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of that Plaintiff's name, address and reference, if any, in the box below.

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of that defendant's name, address and reference, if any, in the box below.